

A.G. CONTRACT NO. KR 88-0265-TRD

ECS FILE: IGA-87-11

PROJECT: M-504-3-306PE, -506C
SECTION: 59th - 35th Avenues
(Buckeye Road)

48763

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT entered into this 3rd day of June, 1988,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION, hereinafter called "State", and the CITY OF PHOENIX,
acting by and through its City Council, hereinafter called "City".

WHEREAS, State is empowered by Sections 11-952 and 28-108 Arizona
Revised Statutes to enter into this agreement and has, by resolution, a
copy of which is attached hereto and made a part hereof, resolved to
enter into this agreement and the Director of the Arizona Department of
Transportation has delegated to the undersigned the authority to execute
same on behalf of State; and

WHEREAS, City is empowered by Section 48-572 Arizona Revised Statutes,
and Chapter II, Section 2 of the Phoenix City Charter, to enter into
this agreement and acting by and through its City Council has, by
resolution, a copy of which is attached hereto and made a part hereof,
resolved to enter into this agreement and has authorized the undersigned
to execute same on behalf of City; and

WHEREAS, City has adopted Alternate "C" in the "Report of West Area
Drainage Study" by Bookman Edmonston Engineering, Inc., dated
March 1985; said report in part requiring that 43rd Avenue and 35th
Avenue storm drains be interconnected along Buckeye Road and, in keeping
with that policy, desires the installation of a sixty-inch (60")

NO. <u>12924</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>10-7-88</u>
<u><i>Jim Sheen</i></u> Secretary of State

diameter storm sewer from 41st Avenue to 35th Avenue, including installation of a stubout to the east of 35th Avenue and of a special control structure at 35th Avenue; and

WHEREAS, City further desires the construction of sanitary sewer improvements, water improvements, water service renewals, and the relocation of fire hydrants along Buckeye Road from 59th Avenue to 35th Avenue and the installation of a 12" water line and associated connections along Buckeye Road from 47th Avenue to 43rd Avenue; and

WHEREAS, State intends to construct roadway improvements to Buckeye Road (S.R. 85) from 59th Avenue to 35th Avenue and agrees to include said storm sewer improvements, sanitary sewer improvements, water improvements, and water service renewals desired by City in the roadway improvements project; and

WHEREAS, certain responsibilities will be undertaken by each party relative to said utilities design and construction and it is desirable to establish those areas of responsibility prior to the start of construction; and

WHEREAS, the total cost to construct said utility improvements is estimated to be NINE HUNDRED THOUSAND, NINE HUNDRED AND THIRTY DOLLARS (\$900,930) and State and City agree to share in the cost of the project as set forth below:

1. City and State shall share in the storm sewer construction costs on a percentage basis derived from estimated costs for construction of said improvements and estimated costs for improvements required to meet the immediate needs of the subject drainage area as shown in Exhibit A attached hereto and made a part hereof.

2. City shall bear 56.1% of the actual construction costs of the sixty-inch (60") storm drain; said percentage costs estimated to be \$333,395.

3. State shall bear 43.9% of the actual construction costs of the sixty-inch (60") storm drain; said percentage costs estimated to be \$261,305.

4. City shall bear all actual construction costs associated with the storm drain metering structure and three flap gates at 35th Avenue; said construction costs estimated to be \$53,250.

5. City shall bear all actual construction costs associated with the sanitary sewer improvements, water improvements and water service renewals as shown in Exhibit B attached hereto and made a part hereof; said construction costs estimated to be \$269,430 (sewer - \$16,450 and water - \$252,980).

6. City and State shall bear proportionate costs, as outlined in items 2 and 3 above, related to construction change orders, delays, or valid claims for extra compensation made by the contractor for construction of said storm sewer improvements.

7. City shall bear all reasonable costs related to construction change orders, delays, or valid claims for extra compensation made by the contractor for construction of said sanitary sewer improvements, water improvements and water service renewals.

8. In addition to the above costs, City shall bear all engineering costs incurred by State for the design of said sanitary sewer improvements, water improvements and water service renewals.

THEREFORE, the parties hereto agree as follows:

STATE SHALL:

1. Prepare plans for the roadway improvements including grading, drainage, paving, curb and gutter and sidewalk.

2. Include in the project improvements storm sewer improvements, sanitary sewer improvements, water improvements and water service renewals requested by City.

3. Upon completion of design services, submit to City a bill for all engineering costs incurred by State for the design of said sanitary sewer improvements.

4. Upon completion of design services, submit to City a bill for all engineering costs incurred by State for the design of said water improvements and water service renewals.

5. Contract for construction of all improvements, supervise construction, make all payments to the contractor, and approve and accept the new facilities.

6. Upon completion of construction of said storm sewer improvements, submit to City a detailed breakdown of actual construction costs and a bill for 56.1% of the sixty-inch storm sewer costs and 100% of the 35th Avenue storm sewer improvement costs.

7. Upon completion of construction of said sanitary sewer improvements, submit to City a detailed breakdown of actual construction costs and a bill for said construction costs.

8. Upon completion of construction of said water improvements and water service renewals, submit to City a detailed breakdown of actual construction costs and a bill for said construction costs.

CITY SHALL:

1. Review and approve the storm sewer improvement, sanitary sewer improvement, water improvement and water service renewal plans prepared by State.
2. Remit payment in full to State within 60 days of receipt of bill for engineering costs incurred by State for the design of said sanitary sewer improvements.
3. Remit payment in full to State within 60 days of receipt of bill for engineering costs incurred by State for the design of said water improvements and water service renewals.
4. Remit payment in full to State within 60 days of receipt of bill for construction of said storm sewer improvements.
5. Remit payment in full to State within 60 days of receipt of bill for construction of said sanitary sewer improvements.
6. Remit payment in full to State within 60 days of receipt of bill for construction of said water improvements and water service renewals.

BOTH PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. Maintenance responsibilities for all improvements shall be as specified by separate intergovernmental agreement between State and City; said Intergovernmental Agreement noted as A.G. Contract No. KR 87-3094.
2. City will contribute up to FOUR HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED DOLLARS (\$413,700) for the construction of storm sewer improvements; said upper limit equal to the estimated construction costs for storm sewer improvements plus seven percent contingency.
3. City will contribute up to SEVENTEEN THOUSAND SIX HUNDRED DOLLARS (\$17,600) for the construction of sanitary sewer improvements; said upper limit equal to the estimated construction costs for sanitary sewer improvements plus seven percent contingency.
4. City will contribute up to TWO HUNDRED SEVENTY-EIGHT THOUSAND THREE HUNDRED DOLLARS (\$278,300) for the construction of water improvements; said upper limit equal to the estimated construction costs for water improvements plus ten percent contingency.

5. In the event that actual construction bids exceed the estimated construction costs by more than seven percent thereby increasing the limits of contribution established above for City, State shall notify City of said increase in costs prior to award of the construction contract by the State Transportation Board.

THIS AGREEMENT shall remain in full force and effect until completion of said construction project as aforesaid; provided, however, that this agreement may be canceled at any time prior to the commencement of construction upon 30 days' written notice to the other party.

THIS AGREEMENT shall become effective on the date of filing same with the Secretary of State.

Both parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

Both parties further recognize that the provisions of Arizona Revised Statutes 35-214 are applicable to this contract.

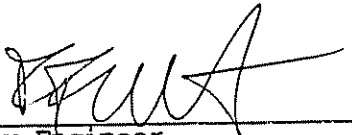
In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

Attached hereto and incorporated herein by reference is a copy of State's Resolution authorizing entry into this agreement, a copy of City's Resolution passed by its City Council, a copy of the written determination of the appropriate attorney that City is authorized under the laws of this State to enter into this agreement and that said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

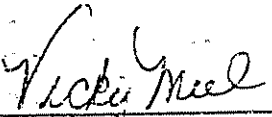
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal
Corporation,
Marvin A. Andrews, City Manager

CITY OF PHOENIX, Water and
Wastewater Department,
William E. Korbitz, Director

BY: 
City Engineer

BY: 
Director

ATTEST: 
ACTING City Clerk

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION


BY: 
W. O. Ford
State Engineer

EXHIBIT A

to

INTERGOVERNMENTAL AGREEMENT
 BETWEEN
 THE STATE OF ARIZONA
 AND
 THE CITY OF PHOENIX

Estimated Costs for 60" Storm Drain Construction

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Storm Drain Pipe, 60"	3,752 L.F.	\$150/L.F.	\$562,800
Storm Drain Pipe, 48"	4 L.F.	\$100/L.F.	400
Manholes (C-18.10, No. 3)	9 each	\$3,500/each	<u>31,500</u>
TOTAL			\$594,700

Estimated Costs for Immediate Drainage Needs

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Storm Drain Pipe, 36"	457 L.F.	\$85/L.F.	\$ 38,845
Storm Drain Pipe, 30"	1,472 L.F.	\$80/L.F.	117,760
Storm Drain Pipe, 24"	1,370 L.F.	\$60/L.F.	82,200
Manholes (C-18.10, No. 3)	9 each	\$2,500/each	<u>22,500</u>
TOTAL			\$261,305

The needs of City relative to storm drainage will require an additional \$333,395 equal to the difference between \$594,700 and \$261,305. The differential amount is equivalent to 56.1% of the total estimated cost for construction of the sixty-inch storm drain requested by City.

The estimated cost for construction of City-requested storm drain structure and three flap gates at 35th Avenue is \$53,250. Total storm drain construction is therefore estimated to be \$647,950 (\$594,700 + \$53,250), of which amount City is responsible for an estimated cost of \$386,645 (\$333,395 + \$53,250).

EXHIBIT B

to

INTERGOVERNMENTAL AGREEMENT
 BETWEEN
 THE STATE OF ARIZONA
 AND
 THE CITY OF PHOENIX

Estimated Costs for Water and Sewer Adjustments
 for the City of Phoenix

Buckeye Road - 35th Avenue - 43rd Avenue

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
<u>SEWER</u>			
Reset Frame & Cover for Manhole	12 each	\$400/each	\$ 4,800
<u>WATER</u>			
Service Renewal (3/4" or 1")	735 L.F.	\$30/L.F.	\$ 22,050
Service Renewal (1 1/2")	200 L.F.	\$40/L.F.	8,000
Service Renewal (2")	105 L.F.	\$55/L.F.	5,775
Service Renewal (4")	90 L.F.	\$100/L.F.	9,000
Adjust Water Line (MAG Det. 370)	70 L.F.	\$90/L.F.	6,300
Reset Water Meter Box	28 each	\$150/each	4,200
Valve Box (MAG Det. 391-1) (Type A)	6 each	\$400/each	2,400
Relocate Fire Hydrant	8 each	\$1000/each	8,000
Pipe Support (MAG Det. 403-1 & 403-2) (Type A)	1 each	\$1500/each	1,500
Water Line Crossing (6") (MAG Det. 403-3)	12 L.F.	\$150/L.F.	1,800
Water Line Crossing (12") (MAG Det. 403-3)	12 L.F.	\$160/L.F.	1,920
Reset Frame & Cover for Type A	40 each	\$300/each	<u>12,000</u>
TOTAL - WATER			\$ 82,945

Buckeye Road - 43rd Avenue - 59th Avenue

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
<u>SEWER</u>			
Manhole (MAG Det. 420 & 424)	1 each	\$3000/each	\$ 3,000
Reset Frame & Cover - Manhole	20 each	\$400/each	8,000
Pipe (Vitrified Clay) 10"	10 L.F.	\$65/L.F.	<u>650</u>
TOTAL - SEWER			\$ 11,650
<u>WATER</u>			
Service Renewal (3/4" or 1")	400 L.F.	\$30/L.F.	12,000
Service Renewal (1 1/2")	25 L.F.	\$40/L.F.	1,000
Service Renewal (2")	100 L.F.	\$55/L.F.	5,500
Adjust Water Line (MAG Det. 370)	18 L.F.	\$90/L.F.	1,620
Reset Water Meter Box	8 each	\$150/each	1,200
Valve Box (MAG Det. 391-1) (Type A)	12 each	\$400/each	4,800
Relocate Fire Hydrant	5 each	\$1000/each	5,000
Install Fire Hydrant	3 each	\$1000/each	3,000
Water Main (12")	2989 L.F.	\$35/L.F.	104,615
Pipe, Ductile Iron (12") (Class 54) (Mechanical Joint)	77 L.F.	\$100/L.F.	7,700
Pipe, Ductile Iron (8") (Class 54) (Mechanical Joint)	8 L.F.	\$100/L.F.	800
Pipe, Ductile Iron (6") (Class 54) (Mechanical Joint)	75 L.F.	\$50/L.F.	3,750
Valve (12") (With tapping)	1 each	\$3000/each	3,000

Buckeye Road - 43rd Avenue - 59th Avenue
(Continued)

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Valve (12")	3 each	\$1500/each	4,500
Valve (Flanged & M.V.) (8")	1 each	\$750/each	750
Valve (6")	3 each	\$600/each	1,800
Water Line Crossing (12") (MAG Det. 403-3)	15 L.F.	\$160/L.F.	2,400
Reset Frame & Cover - Valve Box	22 each	\$300/L.F.	<u>6,600</u>
TOTAL - WATER			\$ 170,035

SUMMARY

Sewer - 35th to 43rd	\$ 4,800	
Sewer - 43rd to 59th	<u>11,650</u>	
TOTAL - SEWER		\$ 16,450
Water - 35th to 43	\$ 82,945	
Water - 43rd to 59th	<u>170,035</u>	
TOTAL - WATER		<u>252,980</u>
GRAND TOTAL - SEWER AND WATER		\$ 269,430

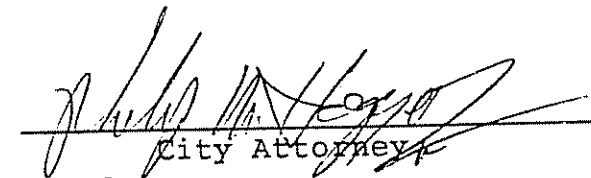
ECS File: IGA-87-11
Project: M-504-3-306PE, -506C
Section: 59th - 35th Avenues
(Buckeye Road)

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

The referenced intergovernmental agreement between the City of Phoenix and the Arizona Department of Transportation has been reviewed pursuant to Arizona Revised Statutes Section 11-952, as amended, by the undersigned City Attorney, who has determined that it is in the proper form and is within the powers and authority granted to the City of Phoenix.

Dated this 31 day of May, 1988.



City Attorney
ACTING

RESOLUTION NO. 17250

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE CONSTRUCTION OF STORM SEWER, SANITARY SEWER AND WATER IMPROVEMENTS; PROVIDING FOR THE LOCATION THEREOF; AUTHORIZING THE CITY CONTROLLER TO DISBURSE FUNDS; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX
as follows:


SECTION 1. That the City Manager be, and he is hereby, authorized to enter into an agreement with the State of Arizona, through its Department of Transportation, for the construction of storm sewer, sanitary sewer and water improvements along Buckeye Road between 59th Avenue and 35th Avenue.

SECTION 2. That the City Controller be, and he is hereby, authorized to disburse the necessary funds therefor.


SECTION 3. WHEREAS, the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, an EMERGENCY is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage by the Council as required by the City Charter and is hereby exempted from the referendum clause of said Charter.

PASSED by the Council of the City of Phoenix this


6 day of April, 1988.


MAYOR

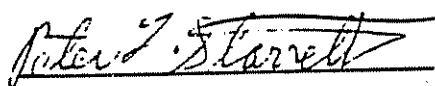
ATTEST:


City Clerk

APPROVED AS TO FORM:


ACTING
City Attorney

REVIEWED BY:


ASSISTANT
City Manager

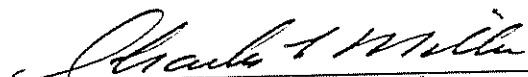
PROJECT: M-504-3-506C

SECTION: 59th Avenue - 35th Avenue
(Buckeye Road)

RESOLUTION

BE IT RESOLVED on this 30 day of June, 1987, that I,
CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION,
have determined that it is in the best interests of the State of Arizona
that the DEPARTMENT OF TRANSPORTATION, acting by and through the
Highways Division, enter into an Agreement with the City of Phoenix for
the installation of a sixty-inch (60") diameter storm sewer from 41st
Avenue to 35th Avenue, including installation of a stubout to the east
of 35th Avenue and of a special control structure at 35th Avenue. Said
utility improvements to be constructed in conjunction with roadway
improvements to Buckeye Road from 59th Avenue to 35th Avenue.

THEREFORE, authorization is hereby given to draft said Agreement which,
upon completion, shall be submitted for approval and execution by the
State Engineer.


Charles Miller, Director
Arizona Department of Transportation

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. AP-88-0265-TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 6th day of June, 1988.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division